

National Institute of Cardiovascular Diseases,
Karachi.

Bidding Documents

Total Pages: 45 Pages

Single Stage – One Envelope Procedure
As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

NIT No: NICVD/TN/Khi/SC/No.07/21-22 Dated 04 October 2021

Selling Date: 15-09-2021 to 29-09-2021

Supply of SESTAMIBI Cold Kit
Tender no. 44-2021

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Instructions to Bidders

A. Introduction

1. Eligible Bidders

- 1.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents except as provided hereinafter.
- 1.2 Tenders are to be submitted by the Manufacturers/Importers or their duly authorized agents / distributor. An undertaking has to be given by the importers and authorized agents that the supply would be made available within 10 days after placing the order for local supply only. Imported items will be made available through L/c or after importing the items within 60 days.
- 1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NICVD to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 1.4 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 1.5 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.

2. Eligible Goods and Services

- 2.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 (Amended 2019) and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.
- 2.2 For purposes of this clause, -original means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 2.4 Samples should be provided for all quoted items one day before tender opening (except those items which are already used in NICVD) .Without samples, tender will not be accepted.
- 2.5 The supplier should submit a guarantee certificate that the items they will supply are new and the suppliers is fully responsible for any wrong shipment or supply etc and also replace near expiry and already expired items.

- 2.6 The prices once offered by the firms will not be changed during the same fiscal year. Documentary proof by the competent authority should be submitted along with the tender for price quoted. All documents should be produced for any imported items.
- 2.7 Last year paid Income Tax Certificate should be submitted along with technical bid.
- 2.8 Proof for the payment of custom duties and paid taxes must be attached at the time of delivery of all items otherwise payment will not be released and tender will be rejected out right.
- 2.9 One SAMPLE TENDER PROFORMA is being supplied with the list. Any items have to be quoted **ON THIS PROFORMA OR TYPED ON SAME PATTERN**. No other proforma for the tender would be accepted only those items may be typed on the proforma for which the rates are to be quoted. **(All items should be quote as per Serial Number of Tender list otherwise tender will not be considered)**.
- 2.10 Specification with detail of items with catalogue Name of manufacturer, Country of Origin, Registration number must be mentioned in technical bid against each item, for which quotation is given, otherwise tender will not be considered.
- 2.11 The Price Quoted by the Bidder will not be higher for NICVD as compared from other hospital or Local market. Bidder Shall Provide Undertaking that price quoted for NICVD is not higher. In case of false undertaking his Bid will be rejected.
- 2.12 Printed price list of the Manufacturers/Importer indicating Trade Price and Retail Price should be attached.
- 2.13 The Bidder must provide Undertaking for Return and Replace of Expired / Near Expiry Stock as Per NICVD policy.
- 2.14 As for as possible, all supply will be made by the actual manufacturers directly or nominate their authorized distributors. If the manufacturers has nominated the authorized agent, any penalty in case of breach of terms and conditions will be levied on the agent but the distributors may not be nominated/changed after finalization of the tender throughout the tender period. In exemption case changes may be approved by the tendering authority.
- 2.15 The supplies will have to be delivered at the premises of NICVD on the suppliers risk and cost. Any breakages or shortage of stock will be recovered from the suppliers. Undertaking must be submitted for recover of any breakage or shortage.
- 2.16 In case, the tenderer fails to execute the purchase order strictly in accordance with terms and conditions laid down in the tender the purchase order will stand cancelled after 02 contiguous reminders and the procuring agency can ask the second bidder in tender for supply of the concerned items without the “NO-PROVISION LETTER” by the first bidder as items are of utmost important for the care & management of Cardiac Patients and also the earnest money shall be forfeited and the store will be purchased on supplier’s expense.
- 2.17 The Manufacturers/Retailers/tenderer’s must be registered with the Sales Tax Department under sales tax act 1990 and sales invoice issued must shown element of sales tax if applicable separately copy of Sales Tax Registration Certificate must be attached with technical bid.
- 2.18 As per instructions of Ministry of Health vide Letter No. F.10-6/2002-I&E dated April 6, 2002: -

- The following words shall be printed prominently on product in red color, in English and Urdu: -

“Government Supply”

“Not for Sale”

- 2.19 In case of L/C contract 10% of the total amount must be deposit (Refundable) in the name of Executive Director, NICVD, Karachi as Security Amount.
- 2.20 The successful bidder will be required to submit **Security Money** in shape of pay order/deposit at call @ **3%** of the total value of order in name of Executive Director, NICVD, Karachi within Seven (07) days which will be kept with NICVD till the end of the tender period.
- 2.21 The competent authority will blacklist the firm/importer and distributor for supply of sub-

- standard items, incomplete supply, late supply, inferior quality supply, short supply or wrong supply etc., and hence their earnest money will not be released and amount will be forfeited in the NICVD Account, which will be considered as final.
- 2.22 After finalization of the tender, this Institute will intimate the tenderer regarding approval of their items and they will acknowledge receipt letter for acceptance the supply for fiscal year 2021-2022.
- 2.23 The tenderer will also give their permanent and business address with telephone numbers which can be inspected by tender committee or their number as and when deemed necessary. No tender will be accepted if no proper address will found.
- 2.24 Tender is valid for one year, supply order what so ever convenient to the Institute will be given after awarding contract. Once tender accepted by the competent authority cannot be withdrawn within the period of one year after decision of the tenderer.
- 2.25 The tenderer will assure us for the policy of replacing the items.
- 2.26 Bidders must provide USB with scan copy in PDF format of required documents i: e Sale tax certificate, NTN Certificate, Latest income tax certificate, Original agency certificate/Agreement valid for till next financial year, FDA/ CE Approved certificate, quoted item Catalogues & DRAP registered certificate.
- 2.27 **Executive Director, NICVD, Karachi reserve the rights to increase or decrease the quantity mentioned in the tender in terms of SPPRA Rules, 2010’.**
- 2.28 NICVD may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The NICVD shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- 2.29 The NICVD shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement contract.
- 2.30 Tenders will be allotted to only Manufacturers and their local agents. Those who have not provided complete papers as required will not be considered.
- 2.31 The rates should be quoted in FOR basis separately.
- 2.32 Conditional Tenders will not be accepted.
- 2.33 If any supplier is found supply of poor quality material/items, or not according to the specification will be disqualified and penalty will be imposed.
- 2.34 The mentioned documents in **DATA SHEET** should be submitted along with technical bid.
- 2.35 Defaulter in previous tender will not be considered in any case.
- 2.36 It is also very important that a soft copy (USB) of the quoted typed items must be provided as per technical bid sheet with technical bid for urgent processing of the tender.
- 2.37 After finalization of tender procuring agency requires signing of a written contract agreement on stamp paper with 0.35% of total awarded amount as per instruction of Sindh Revenue Board, duly attested by Oath Commissioner from the date on which the signatures of both the procuring agency and the successful bidder are affixed to the written contract. Such affixing of signatures shall take place with a reasonable time. Provided that where the coming into force of a contract is contingent upon fulfillment of a certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.
- 2.38 NICVD will not pay any Sales Tax or other taxes to any supplier as per serial No.52A, 6th schedule of Sales Tax Act, 1990. “Goods supplied to hospital run by the Federal or Provincial Governments or charitable operating hospital of fifty beds or more or the teaching hospital of statutory universities of two hundred or more beds.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

C. Preparation of Bids

4. Language of Bid

- 4.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the NICVD shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

5. Bid Prices

- 5.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 5.2 **For goods offered within the purchaser's country**, prices indicated on the relevant Price Schedule shall be on delivered duty paid (DDP) and/or **For goods offered from outside the purchaser's country**, prices indicated on the relevant Price Schedule shall be on C&F– Karachi basis. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately
- 5.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the NICVD and will not in any way limit the NICVD's right to contract on any of the terms offered.

6. Bid Currencies

6.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

7. Documents Establishing Bidder's Eligibility and Qualification

7.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the NICVD's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the NICVD's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the NICVD's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

09. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the NICVD against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the NICVD's country, in the form provided in the bidding documents or another form acceptable to the NICVD and valid for thirty (30) days beyond the validity of the bid; or
- (b) Irrevocable un-cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the NICVD as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the NICVD pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;
 - or**
 - (ii) to furnish performance security in accordance with ITB Clause 33.

10 Period of Validity of Bids

- a. Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the NICVD (90 days).

11 Format and Signing of Bid

- a. The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each –ORIGINAL BID. In the event of any discrepancy between them, the original shall govern.

D. Submission of Bids

12 Sealing and Marking of Bids

- a. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as –ORIGINAL. The envelopes shall then be sealed in an outer envelope.
- b. The inner and outer envelopes shall:
 - i. be addressed to the NICVD at the address given in the Bid DataSheet; and
 - ii. bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: –DO NOT OPEN BEFORE,|| to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- c. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared –late.
- d. If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the NICVD will assume no responsibility for the bid’s misplacement or premature opening.

13 Deadline for Submission of Bids

- a. Bids must be received by the NICVD at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- b. The NICVD may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the NICVD and bidders previously subject to the deadline will thereafter be subject to the deadlineas extended.

14 Late Bids

- a. Any bid received by the NICVD after the deadline for submission of bids prescribed by the NICVD pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

E. Opening and Evaluation of Bids

15 Opening of Bids by the NICVD

- a. The NICVD will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- b. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the NICVD, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- c. Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- d. The NICVD will prepare minutes of the bid opening.

16 Clarification of Bids

- a. During evaluation of the bids, the NICVD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

17 Evaluation and Comparison of Bids

- a. The NICVD will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- b. The NICVD's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties and/or on C&F Karachi basis and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- c. The NICVD's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
 - i. incidental costs
 - ii. delivery schedule offered in the bid;
 - iii. deviations in payment schedule from that specified in the Special Conditions of Contract;
 - iv. the cost of components, mandatory spare parts, and service;
 - v. the availability NICVD of spare parts and after-sales services for the equipment offered in the bid;
 - vi. the projected operating and maintenance costs during the life of the equipment;
 - vii. the performance and productivity of the equipment offered; and/or

- viii. other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
- d. For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid DataSheet:
- i. Incidental costs provided by the bidder will be added by NICVD to the delivered duty paid (DDP) price at the final destination.
- ii. *Delivery schedule.*
1. The NICVD requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery -adjustment will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.
- or**
2. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.
- or**
3. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- iii. *Cost of spare parts.*
1. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- or**
2. The NICVD will draw up a list of high-usage and high- value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.
- or**
3. The NICVD will estimate the cost of spare parts usage in the

initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the NICVD or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

iv. *Spare parts and after sales service facilities in the NICVD's country.*

The cost to the NICVD of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

v. *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

vi. *Performance and productivity of the equipment.*

1. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

2. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

vii. *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

18 Contacting the NICVD

- a. Subject to ITB Clause 23, no Bidder shall contact the NICVD on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the NICVD, it should do so in writing.
- b. Any effort by a Bidder to influence the NICVD in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

19 Post-qualification

- a. In the absence of prequalification, the NICVD will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- b. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the NICVD deems necessary and appropriate.
- c. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the NICVD will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

20 NICVD's Right to Vary Quantities at Time of Award

- a. The NICVD reserves the right at the time of contract award to increase or decrease, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

21 NICVD's Right to Accept any Bid and to Reject any or All Bids

- a. The NICVD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NICVD's action.

22 Notification of Award

- a. Prior to the expiration of the period of bid validity, the NICVD will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the NICVD will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

23 Signing of Contract

- a. At the same time as the NICVD notifies the successful Bidder that its bid has been accepted, the NICVD will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- b. Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the NICVD.

24 Performance Security

- a. Within twenty (20) days of the receipt of notification of award from the NICVD, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the NICVD.
- b. Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the NICVD may make the award to the next lowest evaluated Bidder or call for new bids.

25 Corrupt or Fraudulent Practices

- a. The Government of Sindh requires that NICVD's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed or NICVD-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:
 - i. defines, for the purposes of this provision, the terms set forth below as follows:
 1. -corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 2. -fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NICVD, and includes collusive practice among Bidders (prior to or after

bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the NICVD of the benefits of free and open competition;

- ii. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - iii. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- b. Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

National institute of Cardiovascular Diseases, Karachi.

Bidding Documents

Single Stage – One Envelope Procedure

As per Rule 46 (2) of SPPR, 2010 (Amended 2019)

NIT No: NICVD/TN/Khi/SC/No.07/21-22 Dated 04 OCTOBER 2021

Supply of SESTAMIBI Cold Kit Tender no. 44-2021

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

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Part Two - Section I.

Invitation for Bids

National Institute of Cardiovascular Diseases

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Website: www.nicvd.org

Ref: NICVD/TN/Khi/SC/No.07/21-22

TENDER NOTICE FOR NICVD HEALTH CARE NETWORK

(NICVD KARACHI, LARKANA, TMK, HYDERABAD, SEHWAN, SUKKUR, NAWABSHAH, MITHI, KHAIRPUR & LIYARI/SATELLITES)

Tender No: 44-2021

Sealed tenders addressed to Executive Director NICVD, Karachi are invited under SPPRA rules, 2010 (Amended 2019) from well reputed firms, suppliers, distributors, sole agents, must be registered with Sales Tax Department on FOR &/or C&F basis for the following supply items for the financial year 2021-2022.

S No	Description	Tender No.	Quantity & Specifications are available in Tender Documents	Last Date of Submission	Opening Date of Technical Bids
01.	Supply of SESTAMIBI Cold Kit	44-2021		04-10-2021 Monday At 11:30 a.m.	04-10-2021 Monday At 12:00 p.m.

Prescribed Proforma with detailed specifications, terms and conditions can be obtained from Accounts Department (Mr. Naseem - Tel. No-99201271 Ext-333 against request letter of bidder) N.I.C.V.D, Karachi between 08:30 a.m. to 4:00 p.m. against cash payment/payorder of Rs. 1,000/- (Non Refundable) for tender on any working day from 15-09-2021 to 29-09-2021.

Financial & Technical bids should be submitted in one envelope in the office of Head of Procurement (Tender Department). The bids may dropped in the tender boxes between 8:30 a.m. to 11:30 a.m. The bids will be opened on the above mentioned dates and time at Lecture Room of Nursing Hostel Building/Chairman Room of NICVD in the presence of Tender Opening Committee and representative of participants.

All tenders should be submitted along with a **pay order / bank guarantee / demand draft of 1%** of the total bid amount in the name of Executive Director, NICVD, Karachi as bid security.

EXECUTIVE DIRECTOR

Note:

1. Evaluation criteria would be strictly followed.
2. This advertisement is also available on SPPRA & NICVD Website.

Section II.
Bid Data Sheet

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of NICVD: National institute of Cardiovascular Diseases, Karachi., Karachi (NICVD)
ITB 1.1	Name of Project/Scheme: Supply of SESTAMIBI Cold Kit
ITB 1.1	Name of Contract: Supply of SESTAMIBI Cold Kit
ITB 2.1	Bids submitted under Joint Venture (JV) will not be considered and rejected as ineligible bidder.
ITB 4.1	Name of NICVD: National institute of Cardiovascular Diseases, Karachi (NICVD).
ITB 6.1	Postal Address: National institute of Cardiovascular Diseases, Karachi. Head of Procurement Office at Rafiqi H.J Shaheed Road, Karachi.
ITB 8.1	Language of the bid shall be ENGLISH.

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pakistani Rupee for the Goods offered within the NICVD's Country on delivered duty paid (DDP)Price. The price quoted shall be in foreign Currency for the Goods offered from Outside the NICVD's Country on C&F Karachi Basis Price of incidental services, if any, must be included in price of goods
ITB 11.4	The price shall be fixed during the contract period.

ITB 12.1	<p>For the Goods offered within the NICVD's Country:the price quoted shall be in Pak Rupees on delivered duty paid (DDP) basis.</p> <p style="text-align: center;">or</p> <p>For the Goods offered from Outside the NICVD's Country: the price quoted shall be in Foreign Currency on C&F Karachi Basis.</p>
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Preparation and Submission of Bids			
(A)	Qualification requirements		
S#	Qualification Criteria – Mandatory Requirement	Yes	No
1.	Name, Address, Tel, Fax# E-mail Address		
2.	Technical Proposal on Bidder's Letterhead		
3.	National tax Number(NTN) & STRN (Copy Required)		
4.	Latest Income Tax Certificate or Income Tax exemption certificate.		
5.	Copy of Sales Tax Registration.		
6.	Bank Certificate with turnover of last 3 years		
7.	Earnest Money (1% of Bid) with commercial bid.(Copy of this submitted with technical bid with hiding of amount)		
8.	Country of Origin valid agency certificate/agreement valid for till next financial year.		
9.	Bid should be submit with required relevant documents only and mentioned serial no. on each document.		
10.	Catalogue / Brochures / technical data sheet (having complete technical specifications of the offered good)		
11.	Valid Manufacturer Authorization.		
12.	Copy of CNIC of signatory of the Bid Forms		
13.	Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions		
14.	Compliance to bid validity period		
15.	Valid General Sales Tax (GST-FBR) Registration with Active Tax Payer Status on FBR website (<i>for supply of goods</i>)		
16.	Valid Income Tax (FBR) Registration with Active Tax Payer Status on FBR website		
17.	Professional Tax Certificate		
18.	Original Tender Purchase Receipt		
19.	<p>Affidavit on stamp paper of Rs. 100/- duly notarized to theeffect that:</p> <p>i. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.</p> <p>ii. The bidder is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.</p> <p>iii. Any director or owner of the bidding company is not awarded any punishment from any Court of Law.</p> <p>Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordancewith law and the performance guarantee and payment, if any may be forfeited.</p>		
20.	Bid Security shall be inserted in the Financial Proposal.		

	However, a copy of the same shall be inserted in the Technical Proposal after hiding the amount.		
21.	Company Profile of the Bidder		
22.	Original Tender purchase receipt.		

TECHNICAL EVALUATION

S.NO	Descriptions	Total Points	Yes	NO
01	Financial turnover shall be Rs. 05-Million annually.	20	20	00
02	Bidder is the authorized Sole distributor of importer / Manufacturer of SESTAMIBI Cold Kits .	20	20	00
03	Bidder has ware-housing / production facility in its premises (Documental evidence require).	20	20	00
04	Bidder must be in business since last five years.	10	10	00
05	Bidder is supply of SESTAMIBI Cold Kits in 200+ bed hospital since last two years.	10	10	00
06	Bidder has its proper office in Karachi with staff.	10	10	00
07	Bidder must provide the following documents. a. Affidavit that the firm has never been black Listed. b. A certificate that the firm will abide all terms and conditions of the tender infringement for consequence as recommended by the competent authority. c. Certificate that the prices quoted are not high or more than local/imported market. d. Bio Data of key personnel / staff strength with designation, education & experience and details of man power.	10	10	00

Total Marks: 100
Qualifying Marks: 70

TENDER SPECIFICATIONS

Supply of SESTAMIBI Cold Kit

Specification of SESTAMIBI Kit for (99m TC) labeling for Nuclear Imaging Services.

Quantity: 1290 Vials

- Product: SESTAMIBI COLD KIT
- Kits Containing: 05 Vials for inject able lyophilized reagents
- Labeling activity: 600 mci
- Labeling Volume: 5 – 10ml
- Manufacturing Country: Turkey / USA
- Certification: ISO Certified
- Experience of local distributor: At least five institutes
- Mode of shipment: 03 Months basis
- Quantity: 1290 Vials per year

ITB 15.1	Amount of bid security shall not be less than 1% of the total bid price of the bidder in the form of a Call Deposit, Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the National institute of Cardiovascular Diseases, Karachi.
ITB 16.1	Bid validity period shall be 90 days
ITB 17.1	Original – Technical & Financial details.
ITB 18.2 (a)	National institute of Cardiovascular Diseases, Rafiqui H.J Shaheed Road,Karachi.
ITB 18.2 (b)	Name of Project/Scheme: Supply of SESTAMIBI Cold Kit IFB/NIT Title: Procurement of Supply of SESTAMIBI Cold Kit IFB/NIT No. NICVD/TN/Khi/SC/No.07/21-22 dated 04 October 2021 <i>“Must bear the name of the bidder” and a warning “Do Not Opened Before the time and date of bid opening”</i>
ITB 19.1	Deadline for bid submission: Date: 04 October, 2021 Time: up to 11:30 a.m.
ITB 22.1	Date, Time and Place of Bid opening Date: 04 October, 2021 Time: 12:00 p.m. Place: Head of Procurement office, National institute of Cardiovascular Diseases, Karachi.
Bid Evaluation	
ITB 25.4	Criteria for bid evaluation.

i. Technical Bids / Proposals Evaluation:

- a. The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided at ITB Clause 13.3(d) shall not be eligible for further Technical Evaluation.
- b. Conditional Bids, Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, bids received after specific date and time and bids of Black Listed firms shall be treated as rejected / non-responsive.
- c. The bids shall be evaluated and compared on itemized basis.
- d. **Bids are invited as per Single Stage – One Envelope Procedure** in accordance with rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2019).
- e. The following merit point system for weighing evaluation factors / criteria will be applied for proposals.
- f. Bidders achieving **minimum 70% points / marks** will be considered only for further process besides compliance of all mandatory clauses. Documentary evidence must be attached in support of your claim.

Contract Award	
ITB 30.1	NICVD reserves the right to drop any item and increase or decrease the quantity of goods originally specified in Schedule of Requirements / Technical Specifications without any change in unit price and other terms & conditions
ITM 32.1	Successful Bidder and the NICVD will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899. The expenditure involved on the said contract agreement will be borne by the bidder.

Section III.
Special Conditions of Contract

Table of Clauses

1.	DEFINITIONS (GCC CLAUSE 1)
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3.	TECHNICAL SPECIFICATIONS (GCC CLAUSE 4)
4.	PERFORMANCE SECURITY (GCC CLAUSE 7)
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7.	INSURANCE (GCC CLAUSE 11)
8.	SPARE PARTS (GCC CLAUSE 14)
9.	WARRANTY (GCC CLAUSE 15)
10.	PAYMENT (GCC CLAUSE 16)
11.	PRICES (GCC CLAUSE 17)
12.	LIQUIDATED DAMAGES (GCC CLAUSE 23)
13.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)
14.	GOVERNING LANGUAGE (GCC CLAUSE 30)
15.	APPLICABLE LAW (GCC CLAUSE 30)
16.	NOTICES (GCC CLAUSE 31)

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The NICVD is: National institute of Cardiovascular Diseases,

Karachi., Karachi.GCC 1.1 (h)—The NICVD’s country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is: _____
[Name and Address of the Bidder]

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, –Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement.

3. Technical Specifications (GCC Clause 4)

The technical specifications of the goods provided in these bidding document are only for widest possible competition and not for favor any single contractor or supplier nor put others at a disadvantage. However, the brand name, catalogue No. / Name etc., if any, has only been used for the reference purpose. Equipment offered **“ATLEAST EQUIVALENT OR HAVING BETTER TECHNICAL SPECIFICATIONS”** shall also be considered.

4. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be Three (3%) percent of the Contract Price in favor of National institute of Cardiovascular Diseases, Karachi., Karachi.

5. Packing (GCC Clause 9)

GCC 9.2—The following SCC shall supplement GCC Clause 9.2:

The packing, marking and documentation within and outside the packages shall be as per manufacturer standards meeting the safety requirements of the goods.

6. Delivery and Documents (GCC Clause 10)

GCC 10.2—*For Goods supplied from within the NICVD’s country:* The Bidder shall provide the following documents at the time of delivery of goods to the Store / Warehouse of the National institute of Cardiovascular Diseases, Karachi for verification duly completed in all respects:

- i.* Original copies of Delivery Note (Delivery Challan) (in duplicate) showing item's description, make, model, quantity as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable).
- ii.* Original copies of the Bidder's invoices (in duplicate) showing warranty, item's description, make, model as well as Lot Number, Batch Number, Registration Number, manufacturing and expiry dates (if applicable) per unit cost, and total amount.
- iii.* Original copies of the Sales Tax Invoices (where applicable) in duplicate showing item's description, quantity, per unit cost without Sales Tax, amount of Sales Tax and total amount with Sales Tax.

- iv. Manufacturer's or Bidder's warranty certificate.
- v. Inspection certificate issued by the nominated inspection committee / Bidder's factory inspection report.
- vi. Certificate of origin.

GCC 10.2—*For Goods supplied from abroad as per C&F Karachi:* Upon shipment, the Supplier shall notify the NICVD the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail / submit the following documents to the NICVD at least one week prior to arrival of the Goods at the port or place of arrival and, if not received, the Bidder will be responsible for any consequent expenses.

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— *For Goods supplied from within the NICVD's country:* The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

GCC 11.1— *For Goods supplied from abroad as per C&F Karachi:* The Goods supplied under the Contract shall be ***C&F Karachi*** under which risk is transferred to the buyer after the goods reached at Karachi port, hence insurance coverage / marine cover note is sellers responsibility. Since the Insurance / marine cover is seller's responsibility they may arrange appropriate coverage.

8. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) months of placing the order on DDP basis and in case of import of part within two (2) months after opening the letter of credit.

9. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be twelve (12) months or as per the extended warranty period from the date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 8,

or

(b) pay liquidated damages to the NICVD with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week or part thereof the total amount of contract.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is 20 days or earlier.

10. Prices (GCC Clause 17)

GCC 17.1—No prices adjustment shall be allowed.

11. Liquidated Damages (GCC Clause 23)

GCC 23.1—In case deliveries are not completed within the time frame specified in the schedule of requirements / contract award, a Show Cause Notice will be served on the Bidder which will be following by cancellation of the Contract to the extent of non-delivered portion of installments. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant installments will be forfeited. If the firm fails to supply the whole installments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids:

The liquidated damage shall be 0.5 % per week or part thereof. The maximum amount of liquidated damages shall be 10% of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NICVD shall rescind the contract, without prejudice to other courses of action and remedies open to it.

12. Resolution of Disputes (GCC Clause 28)

GCC 28.1—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the NICVD and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the SPP Rules, 2010 (Amended 2019).

13. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be ENGLISH

14. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of
1992 The Factories Act 1934**

15. Notices (GCC Clause 31)

GCC 31.1—NICVD's address for notice purposes:

Head of Procurement
National institute of Cardiovascular Diseases,
Rafiqi H.J Shaheed Road Karachi.
Phone No. + 92-21-99201289

Supplier's address for notice purposes:

Name of Bidder: _____

Name of Contact Person & Designation: _____

Phone No. _____

Fax No. _____

Mobile Phone No. _____

Email Address _____

Section IV.
Schedule of Requirements

Schedule of Requirements

1. For Goods supplied from within the NICVD's country (DDP Basis)

S#	Description of Goods	Qty.	Required Delivery Schedule	Location
01.	As per the details of items attached in Section V – Technical Specifications		Delivery within 10 days or earlier from the date of Contact Award	National institute of Cardiovascular Diseases, Karachi., Karachi (NICVD)

2. For Goods supplied from outside the NICVD's country (C&F Basis):

S#	Description of Goods	Qty.	Required Delivery Schedule	Location
01.	As per the details of items attached in Section V – Technical Specifications		Delivery within 12 weeks or earlier from the date of Contract Award / Establishment of Letter of Credit	Karachi Port

NOTE:

- i. The shipment schedule shall be submitted along with the offer, and shall be negotiable and subject to approval by the University.
- ii. Bidder must indicate the name of beneficiary of the LC and port of shipment of goods in their offer.

Section VI.
Sample Forms

Sample Forms

1.	BID FORM AND PRICE SCHEDULES
2.	BID SECURITY FORM
3.	CONTRACT FORM
4.	PERFORMANCE SECURITY FORM
6.	MANUFACTURER'S AUTHORIZATION FORM
7.	INTEGRITY PACT

1. Bid Form and Price Schedules

NIT / IFB N^o: _____

Date: _____

To: *[name and address of NICVD]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the NICVD.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state -none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. (A) **PRICE SCHEDULE IN PAK RUPEES**
Delivered Duty Paid (DDP BASIS)

FOR GOODS OFFERED WITHIN THE NICVD'S COUNTRY

Name of Bidder _____ . IFB / NIT Number _____ .

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Port of Shipment	Quantity of Stores	Unit	Rate Per Unit	Total Price
1	2	2	4	5	6	7	8	9	10
Total Amount in Pak Rs.									

Name _____
 In the capacity of _____
 Signed _____
 Duly authorized to sign the Bid for and on behalf of _____
 Date _____

NOTE:

Country of origin of —MAJOR PART(S) OF THE EQUIPMENT must be clearly reflected separately in the Technical and Financial bids. The —Origin means the place where the —goods are mined, grown, or produced.
 Same Technical bid proforma should be submitted without rates.

2. (B) **PRICE SCHEDULE IN FOREIGN CURRENCY**
(C&F KARACHI BASIS)

FOR GOODS OFFERED FROM OUTSIDE THE NICVD'S COUNTRY

Name of Bidder _____ . IFB / NIT Number _____ .

S#	Detailed Specification of Goods	Model / Cat No.	Name of Manufacturer	Country of Origin	Port of Shipment	Quantity of Stores	Unit	Currency	Rate Per Unit	Total Price
1	2	2	4	5	6	7	8	9	10	11
Total Amount in Foreign Currency										

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

NOTE:

Port of Shipment and Country of origin of -MAJOR PART(S) OF THE EQUIPMENT must be clearly reflected separately in the Technical and Financial bids. The -Origin means the place where the -goods are mined, grown, or produced.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called –the Bidder \parallel) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called –the Bid \parallel).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called –the Bank \parallel), are bound unto *[name of Procuring agency]* (hereinafter called –the Procuring agency \parallel) in the sum of for which payment well and truly to be made to the said NICVD, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of _____ 20_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the NICVD during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the NICVD up to the above amount upon receipt of its first written demand, without the NICVD having to substantiate its demand, provided that in its demand the NICVD will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature & Seal of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between [name of NICVD] (hereinafter called -the NICVD) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called — the Supplier) of the other part:

WHEREAS the NICVD invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called -the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the NICVD's Notification of Award.

3. In consideration of the payments to be made by the NICVD to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the NICVD to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The NICVD hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the_ (for the NICVD)

Signed, sealed, delivered by _____ the_ (for the Supplier)

4. Performance Security Form

To: *[name of NICVD]*

WHEREAS *[name of Supplier]* (hereinafter called –the Supplier) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20. to supply *[description of goods and services]* (hereinafter called –the Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20. _____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the NICVD]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against **IFB No. *[reference of the Invitation to Bid]*** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

We hereby undertake that we will provide the complete after sale services support in case of agency transfer.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

6. Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **[Name of Supplier/ Contractor/ Consultant]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from NICVD (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **[Name of Supplier/Contractor/Consultant]** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[Name of Supplier/Contractor/Consultant]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[NICVD]

[Supplier /Contractor/Consultant]